

RECORDING REQUESTED BY:

Selma Leasing Company, Inc.

1450 East Front Street

Selma, California 93662-9782

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control

8800 Cal Center Drive

Sacramento, California 95826



FRESNO County Recorder

Robert C. Werner

DOC- 2006-0129984

Thursday, JUN 22, 2006 09:00:00

Ttl Pd \$0.00

Nbr-0002215945

RGR/R4/1-22

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(California Civil Code Section 1471(c))

(Re: Fresno County Assessors Parcel Number (APN) 39-011-057 and Assessors
Parcel Number 39-011-059)

This Covenant and Agreement ("Covenant") is made by and between Selma Leasing Company, Inc. (the "Covenantor"), the current owner of property just south of the city of Selma, County of Fresno, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to California Civil Code Section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in California Health and Safety Code (H&SC) section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this covenant also be

for the benefit of, and be enforceable by, the U.S. Environmental Protection Agency (the "U.S. EPA") as a third party beneficiary.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 14 acres, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is commonly designated as county assessor parcel numbers 390-110-59 and 390-110-57. The Property is bounded by an industrial area to the North, Golden State Boulevard on the East, a materials recycling transfer facility to the South, and by highway (route 99) to the West. The Property is also described in the official records of Fresno County in Book 5911, Page 466, Document number 53015 and Book 6168, Page 210, Document number 48222. The Property is located within Section 8, of Township 16 South, Range 22 East relative to the Mount Diablo Base and Meridian.

1.02. Hazardous substances, as defined in section 25316, Chapter 6.8, Division 20 of the California H&SC Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C Section 9601(14) (1998); and 40 Code of Federal Regulations parts 261.3 and 302.4 (1997), remain on portions of the Property. The hazardous substances of concern are arsenic, chromium, hexavalent chromium, pentachlorophenol, dioxins, furans and trichlorophenols in soil and arsenic, chromium, and hexavalent chromium in groundwater. These substances are also hazardous materials as defined in H&SC Section 25260.

1.03. The Property is being remediated pursuant to a Record of Decision, as amended, (ROD) for the Selma Pressure Treating Superfund Site issued by the U.S. EPA, dated September 1991. Also associated with the ROD are an Explanation of

Significant Differences issued on December 9, 1993 and Amendment #1 to the Record of Decision dated September 2003. Under the ROD, the U.S. EPA selected a final remedial action for the property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Sec. 9601 et seq. The Department concurred with this remedy.

1.04. The Property is the location of a Soil Impoundment Cell, a RCRA Asphalt Cap, and a Groundwater Pump and Treatment System (all wells, pumps, piping, recharge (percolation) ponds, and electrical, and treatment systems required to treat groundwater). The Soil Impoundment Cell and RCRA Asphalt Cap were constructed to minimize the mobility of contaminants and limit human contact with those contaminants. The Groundwater Pump and Treatment System was installed onsite to control and remediate groundwater beneath the Property. A diagram depicting the approximate location of the Soil Impoundment Cell, RCRA Asphalt Cap, and Groundwater Pump and Treatment System is included in Exhibit "B" attached hereto and incorporated herein by this reference.

The ROD provides for a deed restriction limiting the future use of the Property to industrial/commercial uses only. A deed restriction is necessary to preclude potential residential user's exposure to hazardous substances which remain at the Property, to preclude disruption of contaminated soils, and to limit potential exposure to hazardous substances identified in the soil and groundwater beneath the Property.

ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.03. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title or an ownership interest to all or any portion of the Property.

2.04. Occupant. "Occupant" means any Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.05. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response action under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. U.S. EPA or a state agency acting pursuant to a contract or cooperative agreement executed under CERCLA Section 104(d)(1), 42 U.S.C. Section 9604(d)(1), or designated pursuant to a CERCLA Memorandum of Agreement entered into under subpart F of the NCP (40 C.F.R. Part 300.505) may be designated CERCLA Lead Agency.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, conditions, and obligations (collectively "Restrictions"), to which the Property and its Owner are made subject. These restrictions apply to each Owner of every portion of the Property no matter how the Property is improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to California Civil Code Section 1471; (b) inures to the benefit of and passes with each and

every portion of the Property, (c) is for the benefit of, and is enforceable by the Department and U.S EPA as a third party beneficiary, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. The Restrictions herein shall be binding upon each Owner and Occupant, and shall continue as a covenant running with the Property in perpetuity, except as otherwise provided in this instrument. Pursuant to Civil Code Section 1471 subd. (b), all successive Owners and Occupants of the Property are expressly bound hereby for the benefit of the Department and U.S. EPA.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, assignment, or other transfer of the Property, or any portion thereof, the owner, lessor, assignor, or other transferor shall give the buyer, lessee, assignee, or other transferee notice that hazardous substances are located on or beneath the Property.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property. Further, each Owner or Occupant agrees to include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form: NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF THE PROPERTY, DATED ____, RECORDED IN THE PUBLIC LAND RECORDS ON ____[DATE]____, IN THE BOOK ____, PAGE ____, IN FAVOR OF AND ENFORCEABLE BY THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

3.05. Conveyance of Property. Covenantor agrees that the Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any

ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and U.S. EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Restrictions to be paid by Owner. Without in any way limiting the provisions of section 3.01 of this Agreement, the provisions of this section (3.06) run with the land and will continue in perpetuity unless a variance is granted pursuant to section 6.01, or unless terminated pursuant to section 6.02. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for himself and for all subsequent owners that pursuant to Title 22, California Code of Regulations, section 67391.1(h), the Owner shall pay the Department's cost in administering the Restrictions. Notwithstanding Civil Code section 1466, in the event the Property ownership changes between the time that the Department's administrative costs were incurred and the invoice for such costs is received, each Owner of the Property for the period covered by the invoice, as well as the current Owner is responsible for such costs. Failure of the Owner to pay such costs when billed is a breach of the Covenant and enforceable pursuant to section 5.01 of the Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including but not limited to any mobile home or factory built housing, constructed or installed for use as residential human habitation.

- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.
- (e) A long-term care facility for the elderly, handicapped, or infirm.
- (f) Any other purpose involving residential occupancy on a 24-hour basis.

4.02. Soil Management. Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law and will not be removed from the Property without a Soil Management Plan approved by the CERCLA lead agency.

4.03. Prohibited Activities.

- (a) Extraction of groundwater for purposes or uses other than site remediation shall not be permitted on the Property, without prior written approval from the CERCLA lead agency.
- (b) The implemented remedy requires effective drainage be maintained property wide. Existing drainage patterns shall not be disturbed at the property, without prior written approval from the CERCLA lead agency.
- (c) Creation of topographic low areas where water may pond is prohibited.
- (d) Irrigation and any other activity that introduces water to surface or subsurface soils at the Property is prohibited.
- (e) Activity (other than required maintenance and monitoring activities) shall not be permitted within the fenced area which encloses the Soil Impoundment Cell and the Groundwater Pump and Treatment System.

- (f) Activities that may disturb Asphalt Caps installed at the Property (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted without prior written approval from the CERCLA lead agency.
- (g) The use of, or construction of, septic tanks, leach fields or other sanitary systems with the exception of a sanitary sewer connection that conveys all waste waters away from the property for disposal and treatment at a publicly owned treatment works.
- (h) Construction of any building, appurtenance, fence, shelter, or structure on the Soil Impoundment Cell.

4.04. Non-Interference with Remedial Systems. The Covenantor agrees to refrain from and prevent any activity that could interfere with the operation of the Remedial Systems present at the site. Remedial systems include, but are not limited to, the Soil Impoundment Cell, the RCRA Asphalt Cap, and the Groundwater Pump and Treatment System. The Covenantor specifically agrees that:

- (a) Activities that may disturb the Remedial Systems shall not be permitted on the Property without prior written approval by the CERCLA lead agency.
- (b) All uses and development of the Property shall preserve the integrity of the Remedial Systems.
- (c) The Ground Water Pump and Treat System shall not be altered without written approval by the CERCLA lead agency.
- (d) The vegetation covering the Soil Impoundment Cell shall not be altered without written approval by the CERCLA lead agency.
- (e) The RCRA Asphalt Cap shall not be altered without written approval by the CERCLA lead agency.
- (f) Monitoring wells, on-site impoundments, extraction wells, pumps,

treatment equipment, monitoring systems, plumbing, and utilities shall not be altered without written approval by the CERCLA lead agency.

- (g) The recharge (percolation) ponds installed on the Property shall not be altered without written approval by the CERCLA lead agency.
- (h) To abandon the high pressure gas line entering the Site on the southeastern corner of the property shall be abandoned in place.
- (i) To prevent the use of well 1735 for any purpose other than those required by the Remedial Systems.
- (j) To provide all easement holders for all or any portion of the Site with a copy of this Covenant, and to the extent possible prevent such holders from engaging in activities prohibited by this Covenant.

4.05. Access for U.S. EPA and Department. U.S. EPA and the Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by U.S. EPA or the Department in order to protect the public health or safety or the environment. Nothing in this instrument shall limit or otherwise effect U.S. EPA's right of entry and access, or EPA's authority to take response actions, under CERCLA; the National Contingency Plan, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; or federal law. Nothing in this instrument shall limit or otherwise effect the Department's right of entry and access, or authority to take response actions, under CERCLA; the National Contingency Plan, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; Chapter 6.8, Division 20 of the California Health and Safety Code (H&SC); California Civil Code, or other applicable State Law.

4.06. Access for Implementing Operation and Maintenance. The entity or person(s) responsible for implementing the operation and maintenance activities relating to the Groundwater Pump and Treat System, Monitoring System, On-Site

Impoundment, and Asphalt Caps shall have reasonable right of entry and access to the Property for the purpose of implementing these operation and maintenance activities. Such right of entry and access shall continue until such time as the CERCLA lead agency determines that such activities are no longer required.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupants to comply with any of the requirements or Restrictions of this Covenant shall be grounds for the Department or U.S. EPA to require that the Covenantor, Owner or Occupant modify or remove, as the Department or U.S. EPA determines appropriate, any non-conforming improvements ("Non-conforming improvements" shall include but not be limited to all buildings, roads, driveways, ponds, drainages, and paved parking areas constructed or placed upon any portion of the Property in violation of the aforesaid restriction(s)). Violation of this Covenant shall be grounds for the Department or U.S. EPA to file civil or criminal actions, as provided by law.

5.02. Owner's obligation to repair the cap. The Covenantor hereby covenants for himself and for all subsequent owners, that when the Owner discovers or is advised of damage to the cap or other violations of, the conditions and restrictions herein, the Owner will remedy any such condition that is in violation of any of the restrictions of Article 4, and will do so within a reasonable time. This provision in no way limits the rights of the Owner making such repairs, or remedying violations from seeking compensatory recovery or restitution. This section in no way limits the Department's rights or remedies under law. Nor does it limit the Department's ability to repair and remedy and protect the public health and environment. Nor does it limit the Department's ability or obligation to seek cost recovery against any entity.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC Section 25233 (1997) or any successor provisions. Unless and until the State of California assumes CERCLA lead agency responsibility for Site operation and maintenance, no variance may be granted under this paragraph without prior review and prior concurrence of the variance by U.S. EPA. Any approved variance shall be recorded in the land records by the person or entity granted the variance.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC Section 25234 (1997) or any successor provision. Unless and until the State of California assumes CERCLA lead agency responsibility for Site operation and maintenance, no termination may be granted under this Paragraph 6.02 without prior review and prior written concurrence of the termination by U.S. EPA.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. The Covenantor entered into this Agreement as part of a resolution with the Department and U.S. EPA of its alleged liabilities for the Property. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general

public or anyone else for any purpose whatsoever. Further, nothing in this Covenant shall be construed to effect a taking under state or federal law.

7.02. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Fresno within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Selma Leasing Company
 1450 East Front Street
 Selma, California 93662-9782

To Department: Mr. James L. Tjosvold, P.E., Chief
 Northern California-Central Cleanup Operations Branch
 Attn: Mr. Sam Martinez
 Department of Toxic Substances Control
 8800 Cal Center Drive, 3rd Floor
 Sacramento, California 95826-3200

To U.S. EPA: U.S. Environmental Protection Agency
 Region IX
 75 Hawthorne Street
 San Francisco, California 94105-3901
 Attn: Mr. Charnjit Bhullar

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.04. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

7.06. Annual Reporting Requirements. An annual inspection of the property and an annual report are required. After the recording of the deed restriction, the annual report shall be provided to the Department and U.S. EPA by January 15 of each calendar year by the then current owner(s) of the Property. The annual report shall describe how all the requirements outlined in the Deed Restriction have been met. The annual report, filed under penalty of perjury, shall certify that the property is being used in a manner consistent with the terms of the deed restriction and that all steps have been taken to ensure compliance with the deed restriction's terms. If the property owner identifies any violations of the deed restriction during the annual inspections, the property owner must within 90 days of identifying the violation; determine the identity of the party in violation, send a letter advising the party of the violation of the deed restriction and demand that the violation cease immediately. Such letter shall be sent by certified mail with return receipt and signature required.

The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection. It also shall describe how the observations were

performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.). The annual report shall contain a discussion of the integrity of all of the remediation system components at the Site and provide recommendation for repairs, if necessary. If violations are noted by the observer, the annual report must detail the steps taken to return to compliance. Additionally, copies of any correspondence related to the enforcement of the deed restriction shall be sent to the Department and the US EPA within ten days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

By: Gerald Petery Date: Feb. 23, 2006
Mr. Gerald Petery
Selma Leasing Company, Inc.

"Department"

By: James L. Tjosvold Date: 4/25/06
James L. Tjosvold, P.E., Chief
Northern California-Central Cleanup Operations Branch
Department of Toxic Substances Control

"U.S. Environmental Protection Agency" as a Third Party Beneficiary

By: Elizabeth Adams for KAT Date: March 15, 2006
Keith Takata, Director
Superfund Division, Region 9
United States Environmental Protection Agency

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento } SS.

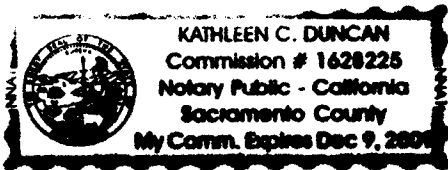
On 4-25-2006, before me, Kathleen C. Duncan,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James J. Arnold,
Name(s) of Signer(s)

Notary Public
KAD

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Kathleen C. Duncan
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant to restrict use of property

Document Date: 4-25-2006 Number of Pages: 20

Signer(s) Other Than Named Above: Elizabeth J. Adams for White Lake

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of FRESNO

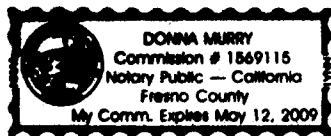
SS.

On APRIL 11, 2006, before me, DONNA MURRY - NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared GERALD PETERY
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and
acknowledged to me that he/~~she/they~~ executed
the same in his/~~her/their~~ authorized
capacity~~(ies)~~, and that by his/~~her/their~~
signature~~(s)~~ on the instrument the person~~(s)~~, or
the entity upon behalf of which the person~~(s)~~
acted, executed the instrument.



WITNESS my hand and official seal.

Donna Murry
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

Document Date: _____ Number of Pages: 20 PGS

Signer(s) Other Than Named Above: ELIZABETH J. ADAMS INCL ALREADY
FOR KEITH TAKATA COMPLETED NOTARIAL
-AND- JAMES L. TOSVOLD CERT.

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO)

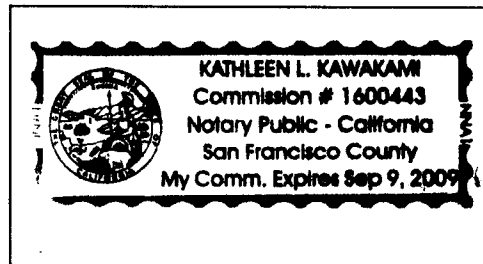
On this 15th day of March in the year 2006,

NOTARY PUBLIC

before me **Kathleen L. Kawakami**, personally appeared Elizabeth J. Adams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature Kathleen L. Kawakami



Optional

Description of Attached Document: Covenant to Restrict Use of Property - Fresno County Assessors Parcel Number 39-011-057 and Assessors Parcel Number 39-011-059

Document Date: Undated Number of Pages: 19 pages

Signer(s) other than named above: None

EXHIBIT A
LEGAL DESCRIPTION

COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

(California Civil Code section 1471 (c))

(Re: Fresno County APN # 39-011-057 and APN # 39-011-059)

EXHIBIT A
LEGAL DESCRIPTION

That real property composed of two parcels, situated in the county of Fresno, state of California and described as follows:

PARCEL 1:

{As written in document number 53015, Book 5911, page 466 of the Official Records of Fresno County, recorded July 6, 1971}

Being a portion of the Northwest quarter of Section 8, Township 16 South, Range 22 East, Mount Diablo Base and Meridian per U.S. Government surveys, and more particularly described as follows:

COMMENCING at the center of said Section 8; thence N 0° 39' E, along the north-south centerline of said Section 8; a distance of 667.00 ft; thence N 89° 21' W, a distance of 433.00 ft to the Southwest corner of that certain parcel of land deed to Selma Pressure Treating Co. and recorded October 21, 1970, in book 5829, page 976, said Southwest corner being the point of beginning of this description; thence continuing N 89° 21' W, a distance of 891.32 ft.; thence N 0° 43' 38" E a distance of 656.28 ft; thence S 89° 36' 45" E, a distance of 880.04 ft.; thence N 42° 26' 49" E, a distance of 15.62 ft., to the Northwestern corner of said Selma Pressure Treating Company property; thence S 8° 39' W, along the West property line of said Selma Pressure Treating Company property, a distance of 671.95 ft., to the point of beginning of this description.

PARCEL 2:

{As written in document number 48222, Book 6168, page 210 of the Official Records of Fresno County, recorded May 23, 1973} Being a portion of the Southeast Quarter of the

Northwest Quarter of Section 8, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, per U. S. Government surveys, and more particularly described as follows:

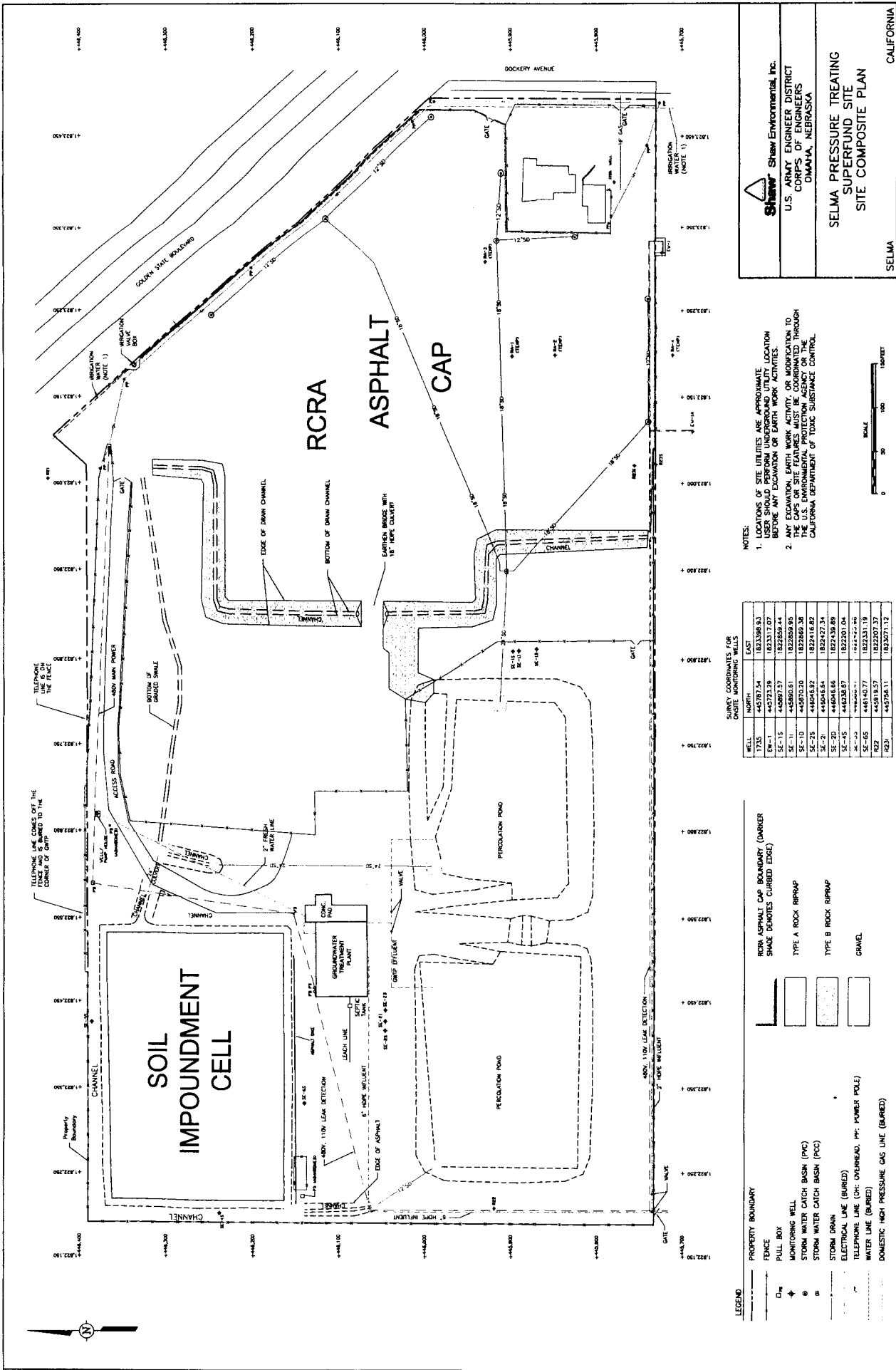
Beginning at a point on the West right-of-way line of Dockery Avenue said point bears 0° 39' 00" East 667.00 feet and N 89° 21' West, 20.00 feet from the center of said Section 8; thence N 89° 21' 00" West, a distance of 413.00 feet; thence N 0° 39' 00" East, a distance of 671.95 feet to a point on the Northwest line of that certain parcel of land deeded By the State of California to R. J. Petery, et ux, as shown in Book 3676, Page 180, dated October 31, 1955, Official Fresno County Records; thence N 42° 26' 49" East along said Northwest line, a distance of 36.88 feet to a point on the Southwesterly right-of-way line of Golden State Boulevard; thence South 41° 03' 45" East, along said Southwesterly right-of-way line of Golden State Boulevard, a distance of 583.74 feet to a point on the intersection of the West right-of-way line of Dockery Avenue; thence S 0° 39' 00" West, along said West right-of-way-line of Dockery Avenue, a distance of 263.69 feet to the point of the beginning.

EXHIBIT B
SITE DIAGRAM

COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

(California Civil Code section 1471 (c))

(Re: Fresno County APN # 39-011-057 and APN # 39-011-059)



Shaw Shaw Environmental, Inc.
U.S. ARMY ENGINEER DISTRICT
CORPS OF ENGINEERS
OMAHA, NEBRASKA

**SELMA PRESSURE TREATING
SUPERFUND SITE
SITE COMPOSITE PLAN**

SELMA CALIFORNIA

- NOTES:
1. LOCATIONS OF SITE UTILITIES ARE APPROXIMATE. USER SHOULD PERFORM UNDERGROUND UTILITY LOCATION BEFORE ANY EXCAVATION OR EARTH WORK ACTIVITIES.
 2. ANY EXCAVATION, EARTH WORK, ACTIVITY OR MODIFICATION TO EXISTING UTILITIES SHALL BE APPROVED THROUGH THE U.S. ENVIRONMENTAL PROTECTION AGENCY OR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCE CONTROL.

SURVEY COORDINATES FOR ON-SITE MONITORING WELLS

WELL	NORTH	EAST
W-1	445723.59	182331.07
W-2	445723.59	182331.07
W-3	445723.59	182331.07
W-4	445723.59	182331.07
W-5	445723.59	182331.07
W-6	445723.59	182331.07
W-7	445723.59	182331.07
W-8	445723.59	182331.07
W-9	445723.59	182331.07
W-10	445723.59	182331.07
W-11	445723.59	182331.07
W-12	445723.59	182331.07
W-13	445723.59	182331.07
W-14	445723.59	182331.07
W-15	445723.59	182331.07
W-16	445723.59	182331.07
W-17	445723.59	182331.07
W-18	445723.59	182331.07
W-19	445723.59	182331.07
W-20	445723.59	182331.07
W-21	445723.59	182331.07
W-22	445723.59	182331.07
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W-92	445723.59	182331.07
W-93	445723.59	182331.07
W-94	445723.59	182331.07
W-95	445723.59	182331.07
W-96	445723.59	182331.07
W-97	445723.59	182331.07
W-98	445723.59	182331.07
W-99	445723.59	182331.07
W-100	445723.59	182331.07

LEGEND

PROPERTY BOUNDARY
FENCE
PULL BOX
MONITORING WELL
STORM WATER CATCH BASIN (PVC)
STORM WATER CATCH BASIN (PCC)
STORM DRAIN
ELECTRICAL LINE (BURIED)
TELEPHONE LINE (HC OVERHEAD, PP: POWER POLE)
WATER LINE (BURIED)
DOMESTIC HIGH PRESSURE GAS LINE (BURIED)

RCRA ASPHALT CAP BOUNDARY (DARKER SHADE DENOTES CURBED EDGE)
TYPE A ROCK RIPRAP
TYPE B ROCK RIPRAP
GRAVEL